



**THE CORPORATION OF THE
TOWNSHIP OF MUSKOKA LAKES**

REQUEST FOR PROPOSALS (RFP)

FOR

Building Condition Assessments

Reference #: RFP P-2025-09

RFP Issue Date: February 5, 2025

RFP Closing Date and Time: Submissions must be received by 2:00 p.m. local time on Tuesday, March 4, 2025

RFP Closing Location: Township of Muskoka Lakes Municipal Office
1 Bailey St., Port Carling, Ontario P0B 1J0

Project Manager: Corey Moore, Manager of Parks, Recreation and Facilities

Notice: Late Submissions Will Not Be Accepted
The lowest or any bid not necessarily accepted



1. **COMMUNITY OVERVIEW**

The Township of Muskoka Lakes is located in the heart of the District of Muskoka, situated at the southern tip of the Canadian Shield. About two million years ago, this section of the Shield was covered by a series of glaciers, which left behind the numerous lakes that define the municipality today. The Township encompasses a large geographic area around Lakes Muskoka, Rosseau and Joseph. Within the approximately 780 square kilometers in the Township's jurisdiction, lie over 80 lakes and rivers, numerous wetland complexes, bedrock outcrops, islands, all set amongst a mix of vegetation types and natural heritage areas. The natural beauty of the shorelines and the abundance of wildlife make Muskoka Lakes a world renowned and preeminent tourism and recreational living destination.

The Township's population consists of approximately 6,600 permanent residents (2016 Census) and over 27,000 seasonal residents. Anchored by the communities of Bala and Port Carling, the permanent residency is predominantly located in these two serviced urban centres and the rural area, while the seasonal residents reside primarily in the waterfront area. With the majority of the more highly assessed properties located in the waterfront area, at over \$11 billion in assessed property value (Municipal Property Assessment Corporation 2018), Muskoka Lakes has the largest assessment base in the District of Muskoka.

In addition to maintaining a road system of 380 km of local and rural roads in the Canadian Shield, the Township owns and operates ten fire stations, twelve community centres, two arenas, and multiple parks, trails, picnic areas, playgrounds, municipal docks, lake access points and launch ramps, beaches, spread throughout the municipality.

2. **PROJECT INTRODUCTION & BACKGROUND**

The Township of Muskoka Lakes is issuing a Request for Proposals for Consulting Services to conduct Building Condition Assessments on Community Centres, Administration Buildings and Public Works Yard Buildings.

The successful proponent shall work with the municipality to schedule inspections to optimize delivery of asset data in a timely manner, especially for facilities prioritized by the municipality. For each facility noted within schedule the successful Proponent shall include a high-level schedule within their RFP submission outlining inspection start and end date (1), draft data delivery date (2), draft report delivery date (3), and final report delivery date (4).

To manage the portfolio of facilities and provide a strategy for maintaining the facilities in a good state of repair the Municipality is assessing the current state / condition of its existing portfolio of buildings. From these new assessments being procured as part of this RFP, the Municipality needs to develop a multi-year capital plan to manage and maintain its facilities in a good state of repair operationally and fiscally.

The Municipality will provide an inventory list and the consultant during their inspections shall be responsible for verifying the details provided and adding missing inventory information. This may include new net assets that are not included in the provided list. The existing list may not be a comprehensive component listing. The successful Proponent shall not rely solely on the as-built drawing, documents, or the capital work history for the purpose of completing the scope of work.

Site visits are expected, and access can be coordinated with staff at the municipal office.

3. **DEFINITIONS**

Township: Refers to the Township of Muskoka Lakes



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- Respondent:** Refers to any eligible entity providing a Proposal.
- Successful Respondent:** Refers, in the event of an award, to the selected Respondent.
- Consultant:** Refers, in the event of an award, to the selected Respondent.
- RFP:** Refers to Request for Proposal

4. PROJECT OBJECTIVES & FOCUS

- 4.1. The selected consultants will work with the Manager of Parks, Recreation and Facilities and Township Council to undertake the Building Condition Assessments.
- 4.2. A Building Condition Assessment will identify the current and potential property deficiencies as well as understand what additional capital costs could be incurred to maintain the property.
- 4.3. The objective of this project is to perform Building Condition Assessments on those facilities listed in Section 6. The Building Condition Assessments will ascertain the physical condition of these Municipal facilities, building systems and elements and individual equipment and shall be graded and prioritized based on the specific categories identified in this RFP.
- 4.4. Provide a lifecycle cost analysis including a 25+ year budget for all minor and major component repairs and replacements.

5. SCOPE AND CONSTRAINTS

- 5.1. There is a tight timeline for this project with a Final Document completion by June 30, 2025. Respondents must demonstrate in their proposal how this timeline will be met.
- 5.2. Respondents will be responsible for providing expert advice throughout the project and for the following deliverables (note that proponents are not limited by the deliverables and may wish to expand on them):
 - 5.3.1. Project Coordination including regular meetings and status reports to keep the project on schedule;
 - 5.3.2. Orientation of Participants to the process, the components and background technical information;
 - 5.3.3. Process and Meeting Facilitation leading and facilitating discussion; ensuring that conversations are forward-looking; action oriented and move the Township towards creating a shared future with established and clear priorities; and
 - 5.3.4. Plan Documentation including creation of a final plan document (and executive summary) for review and presentation. The consultants will be expected to support the presentation of the final document to Council.



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6. **WORK ELEMENTS**

The Township of Muskoka Lakes is looking for Building Condition Assessments on the following buildings.

1. Bala Community Centre/Library	1008 Maple Ave, Bala
2. Foot's Bay Community Centre	1006 Buckeye Rd., Foot's Bay
3. Hekkla Community Centre	1448 Hekkla Rd., Hekkla
4. Milford Bay Community Centre	1020 Beaumaris Rd, Milford Bay
5. Peninsula Recreation Centre	1131 Juddhaven Rd, Minett
6. Port Carling Community Centre	3 Bailey St, Unit 1, Port Carling
7. Raymond Community Centre	2013 Highway 141, Raymond
8. Torrance Community Centre	1030 Torrance Rd., Torrance
9. Ullswater Community Centre	1503 Old Parry Sound Rd.
10. Walker's Point Community Centre	1074 Walker's Point Rd., Walker's Point
11. Windermere Community Centre	2416 Windermere Rd, Windermere
12. Windermere Village Hall	2496 Windermere Rd, Windermere
13. Glen Orchard Community Centre	3951 Muskoka Rd 169, Port Carling
14. Township Office	1 Bailey St, Port Carling
15. Port Carling Library	69 Joseph St, Port Carling
16. Glen Orchard Yard & Accessary Buildings	3951 Muskoka Rd 169, Port Carling
17. Ranwood Yard & Accessary Buildings	1050 Ranwood Road, Port Carling
18. Patterson Yard & Accessary Buildings	1078 Raymond Road, Utterson
19. Hanna Park Pavillion (Small Structure)	40 Bailey St, Port Carling
20. Jaspén Park Pavillion (Small Structure)	1005 Pine Ridge Rd, Bala
21. Windermere Pavillion (Small Structure)	2510 Windermere Rd., Windermere
22. Hanna Park Washroom (Small Building)	40 Bailey St, Port Carling
23. Jaspén Park Washroom (Small Building)	1005 Pine Ridge Rd, Bala
24. Baycliffe Park Washroom (Small Building)	1148 Milford Bay Rd, Milford Bay
25. Bala Sports Park Washroom (Small Building)	3224 Hwy 169, Bala

26. Cenotaph Washroom (Small Building)	1012 Bala Falls Rd, Bala
27. Port Sandfield Washroom (Small Building)	1306 Peninsula Rd, Port Sandfield
28. Sunset Park Washroom (Small Building)	1031 Queens Walk Rd, Torrance
29. Windermere Washroom (Small Building)	2510 Windermere Rd, Windermere
30. Windsor Park Washroom (Small Building)	3040 Hwy 169, Bala

7. **DELIVERABLES**

The Consultant shall provide a Building Condition Assessment Report for each facility listed in Section 6. The Building Condition Assessments will include inspections of:

1. building envelope including roofs;
 2. interior finishes;
 3. HVAC, mechanical and electrical systems;
 4. accessible structural components;
 5. fire and life safety systems; and
 6. exterior site features such as walkways, parking, and landscaping.
- *The Consultant shall exclude all parking lots from their reviews.

The BCA report(s) is intended to gather both qualitative and quantitative data about each facility on a building component basis. It also should provide qualitative and quantitative data on building components of high value relative to the facility and/or of high criticality to the facilities core function. Using non-intrusive investigative techniques, the Consultant shall use the template provided to describe existing deficiencies and problem areas and generally comment on the condition of each building element. BCA Reports for each site shall include:

- Cover page
- Building name
- Address
- Building Classification
- Date assessment was conducted
- Date of report
- Name of the person(s) who completed the assessment and report
- Building Facility Description
- Executive summary of assessment findings, observations and recommendations
- Scope of work detailing what action is required and recommended action date
- Barrier Free assessment findings
- Energy efficiency recommendations
- Any limiting factors or assumptions made during the assessment
- Completed tables per Appendices
- TOA - Capital Budget sheet required information – 25-year Capital Budget
- Labelled photos of general views of the building on each elevation
- One or two labelled photos for each building component or equipment being assessed regardless of condition including barcodes and identification plates
- Labelled photos of elements or equipment needing work within the five years from the date of assessment.
- Labelled photos of other deficiencies which the Consultant notes in the BCA report
- Labelled photos of mechanical rooms, electrical rooms, elevator rooms
- Critical Rehabilitation vs. Replacement Date: The Consultant shall provide a forecast of when rehabilitation activities may significantly approach (i.e., rehabilitation costs =>70%



of replacement costs) total cost of asset replacement. As part of the Proposal submission, Proponents shall detail their forecast methodology and outline other considerations such as facility obsolescence. The Municipality intends to utilize these forecasts to aid in long term planning including asset lifecycle planning.

- Consideration for coordinated replacements of multiple components under one project.

8. REPORTING

The Consultant will be required to provide electronic copies of all draft and final reports in Microsoft Office and PDF files on a memory stick or through any agreed upon electronic transfer. Any materials used for presentations, consultations, Council/Committee reports or open houses to be provided in both hard copy and electronic format as required.

9. RESOURCES

- 9.1. Staff will assist with logistics, setting up meetings and site visits, etc.

10. PROPOSED FEE

- 10.1. The Proponent shall submit a detailed fee proposal identifying all costs associated with the proposed work plan.
- 10.2. Identify any out-of-pocket expenses & disbursements, separately.
- 10.3. Identify any sub-consultants that will be used on the project and appropriately include their fees.

11. TIMING OF THE PROJECT

- 11.1. The following is the timeline for the project:

<u>Activity/Milestone</u>	<u>Associated Due Date</u>
Request for Proposal Issued	February 5, 2025
Proposal Closing	March 4, 2025
Consultant interviews, if required	March 4-6, 2025
Selection of Consultant	March 12, 2025
Project Initiation	March 24, 2025
Final Plan and Report	June 30, 2025

12. CONTENT OF PROPOSALS

- 12.1. The proposal should include the Respondent’s interpretation of the requirements of the project, together with a description of the approach planned to facilitate carrying out the terms of reference, schedule of tasks and decision points. In addition, the proposal should include:

- 12.1.1. A statement of experience and expertise in strategic planning and project facilitation;

- 12.1.2. If applicable, a list of all sub-consultants to be engaged by the prime consultant, with details of the areas for which each will be responsible;
- 12.1.3. A list of key personnel who will be assigned to the project, identifying the areas of expertise of each and indicating their involvement in the project;
- 12.1.4. Identification of a Project Manager;
- 12.1.5. A detailed cost estimate for the project to include manpower costs per individual, the per diem rate and the proportion of costs for each part of the study;
- 12.1.6. Clarification of specific requirements of the Township of Muskoka Lakes and/or any exclusion from the scope of the work;
- 12.1.7. Based on the Terms of Reference, a work plan indicating key decision points, timing of work and meetings with the Project Manager and/or Project Team; and
- 12.1.8. References from other similar clients.

12.2 The Township reserves the right to interview Respondents as part of the Proposal Evaluation Process.

13. FEES & COSTS

13.1. The Respondent shall provide in their proposal the proposed fees and costs that shall not be exceeded without the advanced written permission of the Township of Muskoka Lakes. The project costs shall include all costs including sub-consultants, travel and administration expenses and printing costs.

14. FORM OF PROPOSAL

Tenders shall be addressed and delivered to:
Township of Muskoka Lakes
P.O. Box 129
1 Bailey Street
Port Carling, Ontario
P0B 1J0

Tenders shall be received until: 2:00 p.m. Tuesday, March 4, 2025.

15. PROPOSAL SUBMISSION FORMAT

INSTRUCTIONS TO RESPONDENTS

Respondents are required to provide a written response regarding each of the following items.

This information shall be submitted with the balance of the required documents provided by the Respondent however, it is **essential** that the **document FORMAT** be contained as one distinct section and, that it **adheres directly to the same numbering, sequence and topics** as those listed following.

This will enable the evaluation committee to perform a more effective review of submissions.

Failure to do so may eliminate the Proposal from further consideration.

The Respondent's proposal should be as concise as reasonably possible, and include, at a minimum, response to each of the following items:

Section 1 Company Overview



Clearly identify the prime firm submitting the proposal. Identify any other firms that may be involved (sub-contracted) on your behalf and their legal/contractual relationship with the prime firm along with the expertise and respective projected costs of their involvement.

Section 2 Project Manager & Support Staff

Provide a resume of the Project Manager and Support Staff that would be directly involved in the project, indicating experience, credentials and notable achievements in the area of this work assignment. Evaluation of the Project Manager and Project Support Staff will include an assessment of the firms overall ability to provide adequate resources to this project.

The Township will expect these key personnel to be committed to the project as described in the proposal, if successful with the award, any changes in these personnel must be approved, in advance, by the Township.

Section 3 Experience on Similar Projects

Respondents shall include at least three (3) References that outline previous **projects of a similar magnitude** that have been successfully completed by their firm in the past five (5) years. This shall include the client names, contact and contact phone numbers. The Township reserves the right to contact these references, where appropriate. In the interest of fair and equitable consideration to all Respondents, please do not list the Township of Muskoka Lakes as a reference for this Section.

Note that each reference is not to exceed one 8.5"x11" page in length and one picture, a maximum one quarter the size of the page, is allowed.

Section 4 Project Understanding and Work Plan

Respondents are to confirm their understanding of the Scope of Work and clearly define how they would go about to achieve same, including noting the sequence and timing of all project phases.

Section 5 Schedule of Work

Respondents shall indicate when work would be commenced and, approximately how long it would take to complete the assignment. Meeting dates, other key events and major project deliverables should be clearly identified on the project schedule.

Section 6 Financial

Provide a detailed accounting of the costs associated with each of the tasks listed in Section 4. These costs are to be summarized as provided for on the Schedule of Fees and included in the Proposal submission.

Include all costs, including travel and other applicable costs in the space provide on the Schedule of Fees.

Prices quoted in the Proposal shall include excise tax, patent, import duty,

foreign exchange, and all other charges. HST must be shown as a separate item.

Appendices Respondents are to include any additional information regarding their firm and/or services that could prove beneficial to the evaluation team in accessing their submission.

Respondents are required to include in their response, the Respondent's Declaration as shown in Appendix "A" to this RFP.

Respondents are required to include in their response if any Addenda to the RFP was received (if applicable)

16. QUESTIONS AND INQUIRIES

Inquiries regarding this RFP are to be directed to Township of Muskoka Lakes, Manager of Parks, Recreation and Facilities, Corey Moore, by e-mail to cmoore@muskokalakes.ca. Inquiries must not be directed to other Township employees (other than designate) or Elected Officials.

Directing inquiries elsewhere may result in your proposal submission being rejected.

Questions of clarification will be answered until February 27th, 2025, with response(s) being posted on the Township's website and on Biddingo as a RFP Addendum.

Inquiries must be received no later than three (3) business days prior to the closing date of the RFP; otherwise, a response may not be provided.

17. EXAMINATION OF REQUEST FOR PROPOSAL DOCUMENTS

Each Respondent must satisfy himself/herself by a personal study of the RFP documents, by calculations, and by personal inspection of the public information available from the Township. There will be no consideration of any claim, after submission of proposals, that there is a misunderstanding with respect to the conditions imposed by this RFP.

Prices must include all incidental costs and the Respondent must be satisfied as to the full requirements of the RFP. No claims for extra work will be entertained and any additional works must be authorized in writing prior to commencement. Should the Respondent require more information or clarification on any point, it must be obtained prior to the submission of the RFP.

The RFP will be posted and available for download on the Township's website beginning February 5, 2025 and will remain available until closing on March 4, 2025. Notice of the RFP will also be posted on Biddingo.

18. ERRORS AND OMISSIONS

The Township shall not be held liable for any errors or omissions in any part of this RFP. While the Township has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Respondents. The information is not guaranteed or warranted to be accurate by The Township, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Respondents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

19. RESPONDENT EXPENSES

Any expenses incurred by the Respondent in the preparation of the Proposal submission are entirely the responsibility of the Respondent and will not be charged to the Township.

20. ADDENDA

- 20.1. If required, addenda will be posted on the Township's website <https://www.muskokalakes.ca/content/tenders-and-invitation-bid>, which is found under Bid Opportunities.
- 20.2. It is the Respondent's ultimate responsibility to ensure all addenda have been received.
- 20.3. Respondents shall be required to acknowledge receipt of addenda in their submission.

21. PROPOSAL CLOSING

Proposal submissions must be received by Tuesday, March 4, 2025 at **2:00 p.m. local time.**

22. LATE SUBMISSIONS

Proposals received after the official closing time will not be considered during the selection process and will be returned unopened to the respective Respondent.

23. PROPOSAL WITHDRAWAL

- 23.1. A Respondent who has already submitted a proposal may submit a further proposal at any time up to the official closing time. The last proposal received shall supersede and invalidate all proposals previously submitted by that Respondent.
- 23.2. A Respondent may withdraw their proposal at any time up to the official closing time by notifying the Project Manager in the email provided. Such a submission must be received in sufficient time to be marked before 2:00 p.m. on the date for closing of proposals.
- 23.3. No Respondent may withdraw their proposal for a period of 60 days after the actual date of closing.

24. PROPOSAL OPENING

Respondents are advised there will not be a public opening for this RFP. Submissions received, by the date and time of closing, will be opened administratively by respective members of the Township at a time subsequent to the closing.

25. ACCEPTANCE OR REJECTION OF PROPOSAL

- 25.1. The acceptance of a proposal will be contingent upon, and not necessarily limited to, an acceptable record of ability, experience, and previous performance.
- 25.2. The Township reserves the right to reject any or all proposals and to waive formalities as the interests of the Township may require without stating reasons therefore.
- 25.3. No proposal shall be accepted from or awarded to any individual, partnership or



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corporation that is in current or pending litigation, or tax arrears, with the Township of Muskoka Lakes, or that may be deemed irresponsible or unreliable to the Township. Notwithstanding and without restricting the generality of the statement immediately above, the Township shall not be required to award and accept a proposal or recall the proposals at a later date:

- 25.1.1. When only one (1) proposal has been received as a result of the proposal call;
- 25.1.2. Where the lowest responsive and responsible Respondent's proposal substantially exceeds the estimated cost of the goods or service;
- 25.1.3. Where the proposal documents do not state a definite, or are based on an unreasonable delivery/work schedule;
- 25.1.4. When all proposals received fail to comply with the specifications or proposal terms and conditions; or
- 25.1.5. Where a change in the scope of work or specifications are required.
- 25.4. The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondent by reason of the acceptance or the non-acceptance by the Township of any proposal or by reason of any delay in the acceptance of a proposal except as provided in the proposal document.
- 25.5. Proposals received after the official closing time will not be considered during the selection process and will be returned unopened to the respective Respondent.
- 25.6. Each proposal shall be open for acceptance by the Township for a period of sixty (60) calendar days following the date of closing.

26. PROPOSAL EVALUATION CRITERIA

26.1. Proposals will be evaluated based on, but not limited to, the following:

Evaluation Criteria	*Weight Factor
Strength of the proposed Project Team as evidenced by: <ul style="list-style-type: none"> • Experience and Qualifications as evidenced by: <ul style="list-style-type: none"> • Company background and history • Relevant experience with other projects • Client references • Appropriateness of management personnel and technical staff proposed • Organizational approach to project management including workflow, reporting and quality assurance procedures • Relevant experience with other projects 	15%



<p>Ability to successfully complete the project as evidenced by:</p> <ul style="list-style-type: none"> • Adequacy of resources • Ability to complete work on a timely basis and meet deadlines/demonstrated the ability to meet the tight timeline • Methodology employed to meet with timeline • Approach to consultation and communications 	30%
<p>Response Characteristics:</p> <ul style="list-style-type: none"> • Adherence to the required format • Completeness of submission • How the proposal plan to address the unique challenges in the Township of Muskoka Lakes 	15%
<p>Proposal Fee:</p> <ul style="list-style-type: none"> • Overall Budget/Value for work proposed. • Points awarded for the “Proposed Fee” portion of the evaluation shall be in accordance with the following: <p>The lowest fee proposed shall be awarded the full amount of points available for the fee portion of the evaluation (25). All higher fees proposed shall be awarded points, rounded to the closest full point for the fee portion of the evaluation by the following:</p> <p><u>Lowest Bid</u> x (maximum points for proposed Fee) = points Proposed Bid</p>	40%

27. VERIFICATION OF INFORMATION

The Township shall have the right to:

- 27.1. Verify any Respondents statement or claim by whatever means the Township deems appropriate, including contacting persons in addition to those offered as references; and/or
- 27.2. Access the Respondent’s premises where any part of the work is to be carried out to confirm Proposal information quality of processes and to obtain assurance of viability; and/or
- 27.3. The Respondent shall co-operate in the verification of information and is deemed to consent to the Township verifying such information.

28. SELECTION PROCESS

Proposals will be assessed on the basis of information provided by the Respondent at the time of submission as well as any additional information provided during subsequent discussions with the Respondent if required. The evaluation of Proposals will be conducted by an evaluation team comprised of staff members from the Township.

29. OWNERSHIP

The information, reports, documentation, plans, etc. that are a product of this award by the successful Respondent, will become the exclusive property of the Township.

30. PROPOSAL AWARD PROCEDURES

Unless stated otherwise the following procedures will apply:

30.1. The Township will notify the Successful Respondent of the award within thirty (30) calendar days of the Proposal Closing.

30.2. Notice of Acceptance of Proposal will be by written notice (electronically).

31. AWARD

It is the intention of the Township to award the contract arising from this RFP process to One (1) qualified Respondent. The Township will notify the participating Respondents electronically with respect to the selection of the recommended Respondent.

32. SUB-CONSULTANTS

No sub-consultants or collateral agreements (other than those identified in the Proposal submission) shall be permitted with respect to the work of this assignment, except with the Township's express written consent and, in advance of commencement of sub-consultant activities.

Failure to obtain this consent may result in cancellation of the contract with the successful Respondent.

33. ASSIGNMENT OF CONTRACT

The successful Respondent shall not assign, transfer, convey, sublet or otherwise dispose of this contract or their right, title or interest therein, or their power to execute such contract, to any other person, company or entity, without the previous consent, in writing, of the Township's officials, which consent shall not be unreasonably withheld.

34. REQUIREMENTS AT TIME OF EXECUTION

34.1. Subject to an award of the agreement, the Successful Respondent is required to submit the following documentation in a form satisfactory to the Township for execution within eleven (11) calendar days after being notified to do so in writing:

34.1.1. Insurance Documents;

34.1.2. Clearance Certificate from the Workplace Safety and Insurance Board;

34.2. If the Successful Respondent for any reason, defaults or fails in any matter or item referred to under "Requirements at Time of Execution", the Township reserves the right to accept any other proposal submission, advertise for new proposals or carry out the work in any way as the Township may, at its sole discretion, deem best.

34.3. Following receipt of the documents, the successful Respondent will enter into a



Professional Services Agreement with the Township to proceed with the Work.

35. INDEMNIFICATION

The Successful Respondent, its officers, agents or employees and if applicable all sub-contractors shall at all times indemnify and save harmless the Township from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by, or imposed on the Township in respect of any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from, or sustained, as a result of this Agreement, provision of services or any operations connected therewith caused by or resulting from the negligent or willful acts or omissions of the Successful Respondent, its officers, agents or employees or if applicable its sub-contractors.

36. CONFLICT OF INTEREST

Respondents must ensure that they are not in a position that may be perceived as a conflict of interest.

37. REGULATION COMPLIANCE AND LEGISLATION

The successful Respondent shall ensure all services and products provided in respect to this Proposal are in accordance with, and under the authorization of all applicable authorities, Municipal, Provincial and/or Federal legislation.

38. CANCELLATION

- 38.1. The Township reserves the right to immediately terminate the Contract for sufficient cause, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.
- 38.2. The Township may elect to terminate the Contract if the original terms and conditions are significantly changed, giving thirty (30) days written notice to the Contractor.
- 38.3. Either party may terminate the Contract by giving the other party sixty (60) days written notice, giving reasons acceptable to the other – subject to approval by both parties. A period of less than sixty (60) days to terminate the contract may be negotiable if mutually agreeable among the parties involved in the Contract.

39. GOVERNING LAWS

This RFP and subsequent contract/agreements will be interpreted and governed by the laws of the Province of Ontario.

40. FREEDOM OF INFORMATION

Any personal information required on the Proposal Form is received under the authority of The Township of the Township of Muskoka Lakes. This information will be an integral component of the quote submission.

All written Proposals received by the Township become a public record, once a Proposal is accepted by the Township, and a contract is signed, all information contained in them is available to the public, including personal information.

Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56, as amended, should be directed to:

Clerk, Township of Muskoka Lakes Municipal Office,
1 Bailey Street, Port Carling, ON P0B 1J0,
Telephone (705) 765-3156

The Clerk has been designated by The Township of the Township of Muskoka Lakes to carry out the responsibilities of the Act.

41. HEALTH AND SAFETY

The Successful Respondent shall provide the Township, prior to commencement of work, with a written copy of the Health and Safety Policy for their firm along with Health and Safety procedure(s) relevant to the work to be performed where applicable. If the firm does not have written procedures relevant to the work, then the firm will be expected to abide by the Township's safety procedures in accordance with the Occupational Health and Safety Act (re: duties of employers).

42. WORKPLACE SAFETY AND INSURANCE BOARD

The Successful Respondent shall provide the Township with a copy of the Workplace Safety and Insurance Board's Clearance Certificate (or Independent Operator Certificate, as applicable) indicating the Respondent's good standing with the Board at any time when requested by the

Township.

43. INSURANCE

- 43.1. The Successful Respondent at their sole cost and expense shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows:
- 43.2. Comprehensive General Liability Insurance including but not limited to bodily injury including death, personal injury, property damage including loss of use thereof, broad form contractual liability, Townships and contractors' protective, products and completed operations and contain a cross liability, severability of insured clause in an amount of not less than two-million dollars (\$2,000,000.00) applying to all claims on a per occurrence basis. The policy shall include the Township as additionally insured in respect of all operations performed by or on behalf of the Successful Respondent.
- 43.3. Non-Owned Automobile Liability Insurance (SPF 6) in an amount of not less than \$2,000,000.
- 43.4. Professional Liability (Errors and Omissions) Insurance in the amount of two million dollars (\$2,000,000) per claim and five million dollars (\$5,000,000) in aggregate. Such insurance shall provide coverage for all errors and omissions made by the professional in the rendering of, or failure to render, professional services in connection with the work under this Agreement. Upon completion of the work under this Agreement, the policy shall remain in force for twelve (12) months. The insurance shall not have a retroactive date less than prior to the placement of this policy or coinciding with the effective date of this Agreement. If a retroactive date should apply to this policy, confirmation that the retroactive date is not in effect after the commencement of work under this Agreement must be included in the certificate of insurance.
- 43.5. Prior to commencement of any work associated with this Agreement and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Successful Respondent shall promptly provide the Township with confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to any work associated with this Agreement.
- 43.6. All policies shall be endorsed to provide 30 days advance notice to the Township of any modification, change, or cancellation.
- 43.7. All policies shall include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the Township.
- 43.8. All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario.
- 43.9. If the Successful Respondent fails to maintain insurance as required by the Agreement, the Township shall have the right at their sole discretion to: terminate the Agreement; provide the Successful Respondent with 2 business days to provide confirmation that coverage is in effect; or, provide and maintain such insurance and give evidence to the Successful Respondent and the Successful Respondent shall pay the cost thereof to the Township on demand or the Township may deduct the cost from the amount which is due to or may become due to the Successful Respondent.

- 43.10. All applicable deductibles under the above required insurance policies are at the sole expense of the Successful Respondent.
- 43.11. It is expected by the Township that the Certificate(s) of Insurance will provide confirmation that all insurance requirements as stated under Section 23 have been met.
- 43.12. If applicable and based upon the operations of any sub-contractor, Section 23 shall apply in the same manner to any sub-contractor as it would to the Successful Respondent. Further, it is the Successful Respondent's obligation to ensure that any sub-contractor is aware of these obligations. The Successful Respondent shall provide to the Township confirmation of the sub-contractor's insurance.

44. REGULATION COMPLIANCE AND LEGISLATION

- 44.1. All work provided must be in accordance with all laws and regulations pertaining to the work. The laws of the Province of Ontario shall govern this proposal and any subsequent agreement resulting from this proposal.
- 44.2. The Successful Respondent shall ensure all services and products provided in respect to this proposal are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation.

45. COMPLIANCE WITH THE ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005

The Successful Respondent will ensure that all its employees, agents, volunteers, or others for whom the Successful Respondent is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with the Accessibility for Ontarians with Disabilities Act, 2005, as amended the ("Act").

The Successful Respondent will ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in the Regulation.

The Successful Respondent will submit to the Township, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The Township reserves the right to require the Successful Respondent to amend its training policies to meet the requirements of the Act and the Regulation.

46. LAWS, NOTICES, PERMITS & FEES

The successful Respondent shall obtain the necessary permits, licenses and pay the required fees for the assignment, which are in force at the date of the Proposal Closing.

The successful Respondent shall provide the required notices upon request and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction, which are, or become, in force during the period for which services are performed in accordance with the schedule of work.

47. HARMONIZED SALES TAX (HST)

HST is applicable to the requirements of this Proposal and should be shown separately on the

Schedule of Fees.

48. LIMITED LIABILITIES

The liability under this Proposal shall be limited to the actual goods/services ordered and provided.

49. PERFORMANCE

Any undue delays in the execution of the work and/or costs incurred by the Township due to inefficiencies in performance on behalf of the successful Respondent shall be deemed the responsibility of that Respondent and as such, any and all costs, as deemed appropriate and reasonable compensation for the Township, will be assessed to the Successful Respondent.

50. PROGRESS OF WORK AND TIME FOR COMPLETION

Time shall be the essence for completion of the Project. The Consultant will include a schedule for the work in the proposal. The Schedule shall be subject to acceptance of the Township and shall be updated from time to time as requested by the Township. No work shall commence on the assignment until the Schedule of Work has been approved by the Township. All costs to prepare the Schedule of Work shall be at the successful Respondent's expense.

If the agreed upon time limits are not sufficient to permit completion of the work by the successful Respondent working a normal number of hours each day or week, it is expected that additional and/or augmented shifts will be required throughout the life of the work to the extent deemed necessary for the successful Respondent to ensure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices for the various items of work and no additional compensation will be allowed therefore.

51. EXTRA WORK

No work shall be regarded as extra work, unless it is ordered in writing by the Township and with the agreed price for the same specified in said order, provided said price is not otherwise determined by the Proposal. A statement of the cost of extra work shall be made within thirty (30) calendar days after the completion of the said extra work.

52. PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHTS

In accordance with Municipal Freedom of Information and Protection of Privacy Act, Respondents are reminded to clearly identify in their Proposal material, any specific scientific, technical, commercial, proprietary, intellectual or similar confidential information, the disclosure of which could cause them injury or damage.

Respondents are encouraged to place all such details and information within a separate section of their submission. Complete proposal details are not to be identified as confidential.

All works/reports created as a result of the process become the property of the Township of Muskoka Lakes.

53. CONFIDENTIALITY UNDERSTANDING

The successful Respondent and its employees may have access to information confidential to the Township. This information may include, but is not limited to, terms of this agreement, business methods and systems, contractual terms, pricing, personal information, etc. subject to disclosure by

force of law, the successful Respondent agrees that it and its employees who have access to this information shall not either during the term of the agreement or at any time thereafter reveal to any third party any of this confidential information or use in any way, wither on the successful Respondents behalf or on behalf of any third party, any such information.

The parties acknowledge that unauthorized disclosure or use of confidential information could cause irreparable harm and significant injury to the Township, and as such monetary damages may not be sufficient remedy for this breach. Accordingly, the parties agree that the Township will have the right to seek and obtain specific performance and/or injunction relief to enforce the obligations of this agreement in addition to any other rights and remedies it may have.

All records, files, materials, computer programs, data and any other materials belonging to the Township that may come into the possession or control of the successful Respondent shall at all times remain the property of the Township. Upon expiry, termination of this agreement for any reason and upon written request, the successful Respondent shall immediately delivery to the Township all such property of the Township remaining in its possession or control.

The obligations of this section survive the expiration or termination of this agreement indefinitely.

54. SOLICITATION

If any director, officer, employee, agent or other representative of a Respondent makes any representation or solicitation to any Mayor, Councilor, officer or employee of the Township with respect to the proposal, whether before or after the submission of the proposal, the Township shall be entitled to reject the proposal and/or terminate the assignment.

55. PUBLICITY

All publicity relating to this project is subject to the approval of the Township and no mention of the project in advertising or articles in any publication will be permitted unless authorized in advance, in writing by the Township. Publicity or advertising implying endorsement of a product by the Township will not be permitted.

56. CONTACT

The Project Manager is the Manager of Parks, Recreation and Facilities for the Township

Corey Moore,
Phone: (705) 765-3156 Ext. 215
cmoore@muskokalakes.ca

APPENDIX "A"

THIS PAGE MUST BE RETURNED AS PART OF THE PROPOSAL SUBMISSION

RESPONDENT'S DECLARATION

The Respondent has carefully examined the conditions attached to this Request for Proposal and is prepared to perform the work as outlined in this document in an expedient, professional and workmanlike manner, promptly and as directed by the Communications and Economic Development Specialist.

No person, firm or corporation, other than the Respondent, has any interest in this proposal or in the proposed services for this proposal.

This proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a proposal for the same Service and is in all respect fair and without collusion or fraud.

No member of the staff of the Township of Muskoka Lakes is, or will become interested directly or indirectly; as a contracting party, partner, shareholder, surety or otherwise; or in the performance of the Service; or in the supplies, service or business to which it relates; or in any portion of the profits thereof; or in any of the monies to be derived there from.

The content and requirements of this RFP have been read and understood.

All prices are quoted in Canadian funds.

DATED AT _____ THIS _____ DAY OF _____ 2020.

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT